

From: Greg Lim
To: Microsoft ATR
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Subject: Microsoft Settlement

Greentings to the US D.O.J.

I speak for myself and do not represent anyone, though I believe that my opinion matches that of many of my colleagues. Simply put, the settlement does not go far enough.

1. There appear to be little or no penalties for non-cooperation.
2. Loopholes. Someone check this. I've seen plenty of essays on the settlement listing large numbers of possible loopholes.
3. We need **Full** disclosure of **all** API's with extremely heavy penalties for noncompliance. An API is an interface, which provides for interoperability. Disclosing these puts no penalty on a fairly-behaving Microsoft.
4. File formats need to be documented. A user's data belongs to the user. If a user cannot get a format for the file his/her data is stored in, then he is totally dependant on the program used to operate on the data.
5. Non-Microsoft operating systems, and non-Microsoft licensing schemes are discriminated against. I myself have seen EULA's and used products at work (Visual C++ for example) that only allow the creation of programs that run on Microsoft systems, even though there is **no** technical reason for this.

These are just a few of the problems with the settlement. I hope that it will be reviewed more carefully. I personally am not in favor of a breakup yet, but if it does need to happen, it should be:

1. in addition to everything listed in the settlement
2. one of the penalties for non-cooperation.
3. along the lines of:
 - a. development software
 - b. office and other application software
 - c. database software
 - d. operating systems

Here is a final set of suggestions. Microsoft should be legally blinded as to who it is dealing with.

1. All buyers should be able to get the same pricing. For ex. If Monster OEM can get a product for \$100 in qty's of 100 then Tiny OEM as well as Joe user should be able to as well.

2. Microsoft should not be able to remove first-sale rights through any means. Once an OS licence is sold to an OEM, the OEM can bundle whatever else on the PC he/she wishes. Resale is **always** possible.
3. Microsoft should be prohibited from ever making note of competitors' products, licensing schemes or any other identifying marks in their EULA's and OEM contracts.

Thank you for reading this far!

If you have questions for me, you can contact me at my place of work:
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-Greg Lim